

1 BILL NO. S-83-04-18

2 SPECIAL ORDINANCE NO. S-81-83

3 AN ORDINANCE approving a contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and John Dehner, Inc., for Res.
#375-82, Group 6C, Misc. Repairs
at WPC Plant, DSR No. 047126 and
047128.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
8 FORT WAYNE, INDIANA:


9 SECTION 1. The annexed Contract, made a part hereof,
10 by the City of Fort Wayne by and through its Board of Public
11 Works and John Dehner, Inc., for Res. #375-82, Group 6C, Misc.
12 repairs at WPC Plant, DSR No. 047126 and 047128, is hereby rati-
13 fied and affirmed and approved in all respects. The work under
14 said Contract requires:

15 contract covers flood damage listed under
16 the following Federal Management Agency
17 Damage Survey Report Numbers. These are
18 for emergency repairs to be completed at
the Wastewater Treatment Plant; 047126,
Old Grit Lagoon; 047128, Old Sludge Lagoons;

19 the Contract price is Fifty Thousand Three Hundred Ninety-Three
20 and 60/100 Dollars (\$50,393.60).

21 SECTION 2. Prior approval was received from Council
22 with respect to this Contract on December 17, 1982. Two (2)
23 copies of the Contract attached hereto are on file with the
24 City Clerk, and are available for public inspection.

25 SECTION 3. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all necessary
27 approval by the Mayor.

28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 4-12-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 4-26-83

Nadejda Eschhoff
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 1-81-82 on the 26th day of April, 1983.

ATTEST:
Nadejda Eschhoff
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)
Ray A. E. E. E.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of April, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Nadejda Eschhoff
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 28th day of April, 1983, at the hour of 11 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

CONTRACT

72-222-20
3/14/83

THIS CONTRACT, made the 16th day of March, 1983, by and between JOHN DEHNER, INC., Fort Wayne, Indiana, hereinafter called the "CONTRACTOR", and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "OWNER", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of RESOLUTION NO. 375-82, GROUP 6C, MISCELLANEOUS REPAIRS AT WATER POLLUTION CONTROL PLANT, DSR Nos. 047126 and 047128, for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which drawings and specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Fifty Thousand, Three Hundred Ninety-Three Dollars and Sixty Cents (\$50,393.60). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications
 - a. General & Supplemental Conditions of the Contract
 - b. Instructions to Bidders
 - c. Detailed Specifications
 - d. FEMA regulations
 - e. EEO requirements
 - f. City Standards & Specifications
5. Drawings
 - a. Detailed Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship which may be or

which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner; and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

JOHN DEHNER, INC.

Contractor

ATTEST:

By

President

Title

Secretary

Title

(SEAL)

CITY OF FORT WAYNE, INDIANA

Owner

ATTEST:

By

Bruce R. Collins

Its Board of Public Works

Title

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, JOHN DEHNER, INC., as principal, and United States Fidelity and Guaranty Co.

_____, as surety, are held

and firmly bound unto the City of Fort Wayne, Indiana, for the benefit of the Board of Public Works, hereinafter called the Owner, in the penal sum of Fifty Thousand, Three Hundred Ninety-Three Dollars and Sixty Cents (\$50,393.60) for payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

DATED this 16th day of March, 1983.

The condition of this obligation is such that whereas the above named principal did, on the 16th day of March, 1983, enter into a contract with the Owner, by the terms of which said principal agreed to furnish all labor, materials, equipment and supplies for the construction of RESOLUTION NO. 375-82, GROUP 6C, MISCELLANEOUS REPAIRS AT WATER POLLUTION CONTROL PLANT, DSR NOS. 047126 and 047128 as described and defined in said contract and in the specifications and drawings prepared by Bonar & Associates, Inc., which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Fifty Thousand, Three Hundred Ninety-Three Dollars and Sixty Cents (\$50,393.60), and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void; otherwise the same shall remain in full force and effect; said principal shall also promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said contract; we agreeing and asserting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the specifications.

No change, modification, omission or addition in and to the terms or conditions of said Contract, plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of IC-5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and

said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 16th day of March,
1988, affixed our signatures and corporate seals to three (3) executed original
counterparts of this bond.

ATTEST:

Edward E. Dehner Secretary

JOHN DEHNER, INC.

Principal

By

David Dehner President
Authorized Agent

ATTEST:

United States Fidelity and Guaranty Co.
Surety

Thomas H. Shirley
Attorney-in-Fact

BILL NO. S-83-04-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract by the City of Fort Wayne by and through its
Board of Public Works and John Dehner, Inc., for Res. #375-82, Group 6C,
Misc. Repairs at WPC Plant, DSR No. 047126 and 047128

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel J. Talarico

DONALD J. SCHMIDT

D. Schmidt

MARK E. GIAQUINTA

Mark E. GiaQuinta

PAUL M. BURNS

Paul M. Burns

Concurred in 4-26-83

DIGEST SHEET

6238

TITLE OF ORDINANCE Contract for Res. #375-82, Group 6C, Misc. repairs at WPC Pla
with John Dehner, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This contract covers flood damage listed under the
following Federal Management Agency Damage Survey Report Numbers. These are
for emergency repairs to be completed at the Wastewater Treatment Plant.

047126 - Old Grit Lagoon

047128 - Old Sludge Lagoons

Contractor is John Dehner, Incorporated.

PRIOR APPROVAL RECEIVED 12/7/82

EFFECT OF PASSAGE Repair Flood Damage

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$50,393.60

ASSIGNED TO COMMITTEE (PRESIDENT) _____